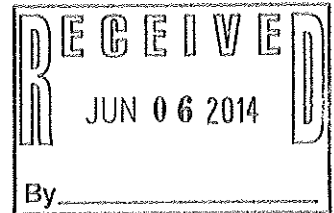


CITY OF AUGUSTA, MAINE



Conditional-Use Application

I. Applicant / Owner Information

1. Applicant Name: <u>Anaalee Morris Polley & AMMA LLC</u>	
Mailing Address: <u>578 Churchill Rd Augusta, Me 04330</u>	
Phone Number: <u>(207) 446-6476</u>	Email Address: <u>annapolley78@gmail.com</u>
2. Authorized Agent: _____	
Mailing Address: _____	
Phone Number: _____	Email Address: _____
3. Property Owner Name: <u>Same as above</u>	
Mailing Address: _____	
Phone Number: _____	Email Address: _____
4. Which form of required "evidence of standing" is being submitted with this application?:	
<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Signed Lease Contract
<input type="checkbox"/> Signed Written Agreement from Owner	<input checked="" type="checkbox"/> Signed Purchase/Sale/Option Agreement

II. General Project Information

5. Please attach a narrative identifying the following about your project:

- a. Description of development project you are proposing (e.g. expansion of existing mixed-use commercial building; new office building; expansion of manufacturing shifts; expansion of commercial parking/loading areas; different land use; etc).
- b. size of any proposed building expansion (total sq.ft.).
- c. all the specific uses occurring on site (e.g. retail, warehouse, storage, manufact.) (identify what is occurring today and what will change after proposed development occurs).
- d. number of employees on-site for your largest shift (or for unmanned sites, how often per month site is visited by vehicles).
- e. estimated number of vehicles entering your site on a daily basis (broken down by number of delivery vehicles and number of customer/visitor/employee vehicles).
- f. total square footage of impervious surface area existing on site today (total square footage of first floor of each building plus square footage of all parking areas).
- g. total square footage of impervious surface area after proposed development occurs.

6. Lot Size: (ac.) 9.50 ac 7. Lot Frontage: (ft.) _____ 8. Zoning District(s): PD2
9. Project Location : 841 Riverside Dr. Augusta, Me 2 - 20
Street Assessor Tax Map # + lot #(s)

III. Applicant Acknowledgments

10. Complete Application Required.

This application is being submitted under the requirements of the Augusta Land-Use Ordinance. As the applicant, I understand that this application must contain a complete submission of required materials by the application deadline date in order to be heard by the Planning Board. The deadline allows for adequate review by City Staff and the Planning Board; and as such, any applications that are not complete by the submission deadline date will not be placed on the Planning Board meeting agenda. To insure review by the Planning Board on the date desired, the applicant should submit materials at least 7 days ahead of the deadline so that staff can determine completeness of materials.

11. Drawings and/or Maps are required

For formal submittals to the Planning Board (see drawing requirements attached to this application). Generally, drawings for projects with new buildings or additions less than 1,000 sq. ft. in floor area, (or) projects that do not involve changing the existing structure, can be done by hand, as long as they are drawn to-scale. For developments creating 1,000 sq.ft. or more of new impervious development, a formal plan drawn by a professional engineer shall be required to be submitted with this application. Drawings are critical to the Planning Board and City staff in adequately understanding existing and proposed site conditions, as well as seeing the relationships between proposed structures and the projected impacts of parking, traffic, stormwater runoff, buffer areas, noise, etc. on abutters.

Signature of Applicant / Agent:

Signature of Property Owner:

Today's Date:

12. Checklist of Required Submission Materials:

Paper Copy	Included	Waiver Requested
11 copies of the application form and narratives		
11 copies of the deed, Purchase & Sale agreement, or other document to show standing		
3 copies of any stormwater report		
2 copies of any traffic report		
7 reduced-sized copies of the complete plan set on 11" x 17" size paper		
4 full-sized copies of the complete plan set on ANSI D or E size paper		
11 copies of a letter authorizing the agent to represent the applicant		
Payment in full of \$50 application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is \$0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)		
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format		

For Official Use:

☐ \$50 Conditional Use Application Fee Paid. Received By (Initials): _____ Date: _____

☐ \$ _____ Abutter Notification Fee Paid. Received By (Initials): _____ Date: _____

General Project Information

- a. Conditional Land use application is being submitted to apply for approval to use the property located at 841 Riverside Drive in Augusta in a different manner than it is currently approved for.
- b. No Building expansion
- c. The current approval is for social services which includes medical and social service appointments at the location, numerous (75-100) staff coming and going from the building, as well as administrative staffing at the building from the hours of 8am-5pm Monday thru Saturday. The requested change will be to use the land as a retail store for used household furniture, household accessories, and office furniture and accessories during the hours of 10am to 6pm Thursday thru Saturday. This proposal includes a request to also be approved to conduct an auction 1-2 times a month maximum on either a Tuesday or Wednesday from 2pm to 8pm. The purpose of the auction will be to auction off all merchandise that has not been sold through the retail process. This will assist in keeping the retail space clean and the grounds in appropriate visual order. This proposed development will cause very little change in usage from current use in regards to traffic volume, noise level, and person's on site at any given time.
- d. The number of personal on site will be 4-6 individuals during largest shift, and will include deliveries via a standard size truck, 16 foot trailer tow behind, or a van a maximum of 2 times per week.
- e. Number of vehicles entering site on a daily basis will range from 1-2 vehicles during non-operating hours Sunday thru Wednesday, to a maximum of 30 vehicles during operating hours. 3 of these vehicles will be staff personnel, 1 vehicle for delivery, and 26 vehicles as customers. During retail operating time, all 30 vehicles stated above will not be at one given time. During the hours of the requested auction expected vehicles at one given time can be up to 40 vehicles only during the 5 hour auction time.

- f. Total square footage of building is 8,164, total square footage of parking lot is _____ with 42 parking spots divided and identified in the front and side parking lot. A back parking lot is available with only faint dividing identification at this time.
- g. Total square footage will remain the same after proposed development.

116-

**NO TRANSFER
TAX PAID**

Warranty Deed

Doc # 2012024001
Book 11159 Page 0183

Received Kennebec SS.
09/12/2012 8:56AM
Pages 1 Attest:
BEVERLY BUSTIN-WATHEWAY
REGISTER OF DEEDS

We, **MARJORIE AVERILL** and **ANNALEE MORRIS-POLLEY**, whose mailing address is P.O. Box 157, Nobleboro, Maine 04555, for consideration paid, grant to **AMMA, LLC**, a Maine Limited Liability Company with a mailing address of P.O. Box 157, Nobleboro, Maine 04555, with warranty covenants, a certain lot or parcel of land in the first range of lots east of the Kennebec River in Augusta, County of Kennebec and State of Maine, with the buildings thereon, bounded and described as follows:

On the west by the County Road or River Road leading from Augusta to Vassalboro; on the north by the land now or formerly of Earle Foster; on the east by the range way between the first and second ranges of lots; and on the south by the land now or formerly of said Earle Foster; containing about forty (40) acres, more or less.

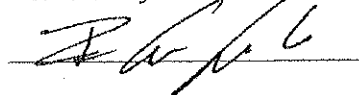
Subject to an easement to New England Telephone and Telegraph Company recorded in the Kennebec County Registry of Deeds in Book 663, Page 315.

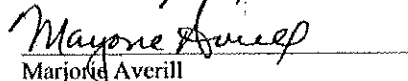
Excepting and reserving from the above-described premises a certain parcel taken by the State of Maine for highway purposes.

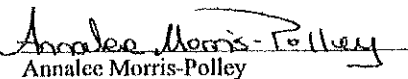
Also excepting property deeded to Raymond A. Rolfe by document dated May 16, 1975 and recorded in the Kennebec County Registry of Deeds in Book 1891, Page 65.

Meaning and intending to convey the same premises conveyed in a Deed from Cives Corporation to Marjorie Averill and Annalee Morris-Polley dated July 20, 2012 and recorded in the Kennebec County Registry of Deeds at Book 11104, Page 0321.

WITNESS my hand and seal on this 13th day of August, 2012.




Marjorie Averill


Annalee Morris-Polley


State of Maine
County of Lincoln

August 13, 2012

Then personally appeared the above named Marjorie Averill and acknowledged the foregoing instrument to be her free act and deed.

① First NA

Before me,


Notary Public/Attorney at Law

Print Name PETER LYNCH

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this 30 day of January, 2014, by and among Annalee Morris-Polley ("Morris-Polley"), and Marjorie Averill ("Averill").

RECITALS

WHEREAS, on or about December 10, 2012, Morris-Polley and Averill entered into a "Purchase Agreement," which, in part, concerned the disposition of ownership of a Maine limited liability company, AMMA, LLC (the "Company"); and

WHEREAS, the Company is the owner of certain real property commonly known as 841 Riverside Dr. Augusta Me 04330 (the "Property"); and

WHEREAS, the Property is encumbered by a first mortgage to The First, N.A. (the "Bank"), securing a note to the Bank (the "Note") executed by AMMA and guaranteed by Morris-Polley and by Averill; and

WHEREAS the Property is encumbered by a second mortgage given by AMMA to Morris-Polley; and

WHEREAS, Morris-Polley has alleged a default of the Purchase Agreement and entitlement to a transfer of the AMMA interests to her out of an escrow of those interests presently held by Alfred Frawley, Esq., as Escrow Agent; and

WHEREAS, Averill agrees to the release of the AMMA interests to Morris-Polley on the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants set forth below, Morris-Polley and Averill agree as follows:

1. Morris-Polley agrees to indemnify and hold Averill harmless from any and all claims of the Bank under the Note securing the Bank's mortgage on the AMMA Property.

2. Morris-Polley shall secure from the Bank a release of Averill's liability for the Note, whether Averill's liability to the Bank is direct or by way of guaranty, or an agreement by the Bank to do so, to be executed simultaneously with this agreement.

3. Averill agrees that she will affirmatively instruct the Escrow Agent to deliver to Morris-Polley the AMMA limited liability interests held by the Escrow Agent and otherwise fully cooperate, as need may arise, to effect a transfer of 100% of Averill's interests in AMMA to Morris-Polley. Averill agrees to execute the attached Exhibit A as instructions to the Escrow Agent. Despite, however, the transfer of control of AMMA and its property to Morris-Polley, Morris-Polley agrees that AMMA shall allow Averill through February 7, 2014, as may be necessary, for Averill to retrieve and move her Umbrella files and other materials needed for defense to the claims of the Maine Department of Health and Human Services concerning Averill and Umbrella Mental Health Services. Neither Morris-Polley, nor any representative, agent, successor, assign or employee of Morris-Polley, or any entity in which she has an interest, may remove, move or review any of said records.

4. Morris-Polley and Averill agree to take such further actions and execute and deliver such other documents as may be reasonably necessary to effectuate the provisions of this Agreement.

5. This Agreement may be executed in one or more counterpart copies, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same Agreement.

6. This Agreement constitutes the entire agreement of Averill and Morris-Polley. This Agreement may be modified only by a writing executed by Morris-Polley and Averill.

7. This Agreement shall be binding upon and inure to the benefit of Morris-Polley and Averill, together with their respective, legal representatives, successors, and assigns.

8. If, after the date of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, such provision shall be fully severable and shall in no manner affect the validity of the remaining provisions of this Agreement.

9. Morris-Polley and Averill hereby warrant and represent that they have read this Agreement, understand it, have consulted with their respective counsel regarding its legal effect, and have all necessary authority to execute and deliver this Agreement.

10. Temporary escrow of this Agreement: This Agreement will be held in escrow by counsel for Averill, Alton Stevens, Esq., until January 31, 2014. If, before 5:00 p.m. of that day, Averill on behalf of AMMA has secured a buyer for the Property, committed in writing under a Purchase and Sale Agreement, to purchase the Property, at a price sufficient to satisfy the mortgage interests of the Bank and of Morris-Polley and who will close forthwith, or within 30 days, then this Agreement shall continue to be held in escrow, and shall become void upon the closing by the buyer and payment in full of the mortgage debt owed to Morris-Polley. If no such Purchase and Sale Agreement is provided by the time set forth above, then counsel for Averill will deliver this executed Agreement and the executed Exhibit A to counsel for Morris-Polley (and the respective counsel shall agree among themselves as to the method of delivery, to effect the speediest delivery under the circumstances). Morris-Polley or her counsel shall then deliver the attached Exhibit A to Alfred Frawley, Esq., who shall be authorized to release the AMMA interests to counsel for Morris-Polley. Upon delivery of the AMMA interests to counsel for Morris-Polley, counsel for Morris-Polley shall hold the AMMA interests in escrow, and shall

simultaneously provide copies of this fully executed Agreement to the Bank. The Bank shall then remove Averill from any obligations Averill may have to the Bank to pay the mortgage debt on the Property to the Bank. Upon confirmation from the Bank that Averill has been released from the mortgage debt to the Bank, counsel for Morris-Polley shall release the AMMA interests to Morris-Polley.

[Signature Page Follows]

By: Annalee Morris-Polley
Annalee Morris-Polley

Date: January 30, 2014

By: Marjorie Averill
Marjorie Averill

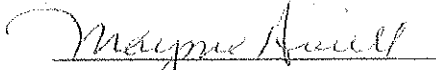
Date: January 30, 2014

EXHIBIT A

INSTRUCTIONS TO ESCROW AGENT:

I, Marjorie Averill, hereby agree with Annalee Morris-Polley that, pursuant to the Purchase Agreement dated December 10, 2012, the Escrow provided for in that Agreement may be broken and the interests in AMMA, LLC, held by you as Escrow Agent, may be delivered to Annalee Morris-Polley, or her counsel, forthwith.

Date: 1/30/2014


Marjorie Averill

ANMA, LLC

MEMBERSHIP CERTIFICATE

See Bylaws for
Certain Provisions

This Certificate is transferable only upon compliance with the provisions of a Membership Interest Redemption Agreement by and among MARJORIE AVERILL, ANNALIE K. MORRIS-POLLEY and ANMA, LLC, the provisions of which are incorporated herein by reference. A copy of said Agreement is on file in the registered office of the Company.

This Certifies that

ANNALIE MORRIS-POLLEY

is a member of the above named Limited Liability Company and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement.

In Witness Whereof the Limited Liability Company has caused this Certificate to be executed by its duly authorized members this 13th day of AUGUST, 2012, and its Limited Liability Company seal to be hereunto affixed.

MARJORIE AVERILL, Member

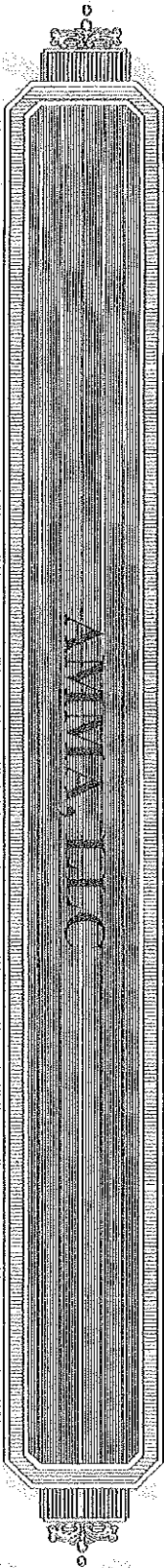
ANNALIE MORRIS-POLLEY

Member

1

Organized under the laws of the State of Maine

50%



MEMBERSHIP CERTIFICATE

See Recourse for
Certain Definitions

This Certificate is transferable only upon compliance with the provisions of a Membership Interest Redemption Agreement by and among MARJORIE AVERILL, ANNALIE K. MORRIS-POLLEY and AMMA, LLC, the provisions of which are incorporated herein by reference. A copy of said Agreement is on file in the registered office of the Company.

This Certifies that

MARJORIE AVERILL

is a member of the above named Limited Liability Company and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement.

In Witness Whereof the Limited Liability Company has caused this Certificate to be executed by its duly authorized members this 13th day of AUGUST, 2012, and its Limited Liability Company seal to be hereunto affixed.

Marjorie Averill
Marjorie Averill, Member

Annalie Morris-Polley
Annalie Morris-Polley, Member

Drawing Requirements for Site Plans

1-14: Please see aerial photo of site, no proposed changes to building or parking lot layout. All specific questions in regards to lighting, barriers, parking design has been labeled on photo.

Site Plan Review Criteria for Conditional Use

1. A., i. Proposed use is sensitive to the neighborhood. To the right of the site is a tractor sales and repair business (Peabody's Tractors), and to the left of the site within a quarter mile is a convenience store (C&S Market). Site is set back from the road; noise level with proposed project is consistent with current neighborhood noise level. Traffic volume is currently 10,000.00 + and is not expected to increase with current proposal.
 - ii. No proposed change to architectural design
 - iii. No proposed change.
 - iv. Site is characteristically known as a commercial building and lot and has consistently since built in 1973 been used in a means that has accommodated significant coming and going from the property. Site has consistently had the ability to safely accommodate public use. No proposed changes to the identity or historical character of the site are being proposed.
 - v. Building is set back and to the left from roadway and parking area. This disposition allows easy entering and exiting from the parking lot without any disruption to the flow of traffic or to neighbors entering and exiting their property in a safe manner. This disposition also allows for privacy for neighbors and for the lot use renter/owner of the site.
 - vi. Building is one level, in good repair, and has sound landscaping.
- B. Building and landscaping are designed for significant privacy for all neighbors. A wood line runs parallel to adjoining neighbors properties both to the left and to the right. Building is set back significantly from the roadway, allowing for privacy for neighbors from a crossed the

street. Neighbors are aware via discussion with owner of said property, and have discussed and implemented plans to clean the barrier of dead trees ect from barriers.

C. Proposal will maintain all levels of health and safety conditions currently in place. Proposal does not include any transportation, storage, or handling of harmful products.

D. Proposal in owners' opinion will not affect the value of neighboring land. Proposal maintains the integrity of the property and neighborhood. The neighborhood is currently a mix of small commercial businesses, similar to one being proposed and residential dwellings.

2. Yes

3. a. Traffic count for road is currently 10,000.00+ daily and a significant increase based on this proposal is not expected.

b. Safe access and exiting guidelines are currently on site, no proposed change to the parking lot is proposed.

c. Site already includes adequate access for emergency personal in all areas of the lot, no proposed changes to lot or site proposed.

d. Entrance and parking are clearly marked in accordance with safety guidelines. Loading and unloading of goods ect... will be limited to small trailers, standards size truck, and vans. Commercial tractor trailer trucks or any other form of heavy equipment will not be utilized for proposed conditional use.

4. a. City Water is on site, no proposed changes to water system.

b. Sanitary system is private located on right lawn of building, in good standing. Commercial bathrooms on site. No proposed changes to sanitary system.

c. Electricity and Telephone, no proposed changes. Site monitored through Seacoast security.

d. Storm Drainage, no proposed changes to site.

5. a. No proposed change to land, no sensitive areas identified on site.

b. No proposed changes requiring DEP or EAP standards to be addressed.

c. No proposed changes to conform to applicable DEP or EAP regulations being proposed.

d. Yes, all waste will conform with Federal, Local, and State standards. Currently complies and no proposed changes.

e. Site is not a Shoreland or Wetland District and no proposed changes to the land are included in this request.

6. a. Proposal complies with standards, dimensions and performance changes to current location are no being proposed.

b. Noise generated from proposal is expected to be no more than current land use.

c. Proposal does not include any intense glare or heat, direct or indirect.

d. No proposed change to exterior lighting. Exterior lighting is situated in a manner that does not interrupt any neighbors or create a safety hazard to traffic. Exterior lights are labeled on aerial view of site.

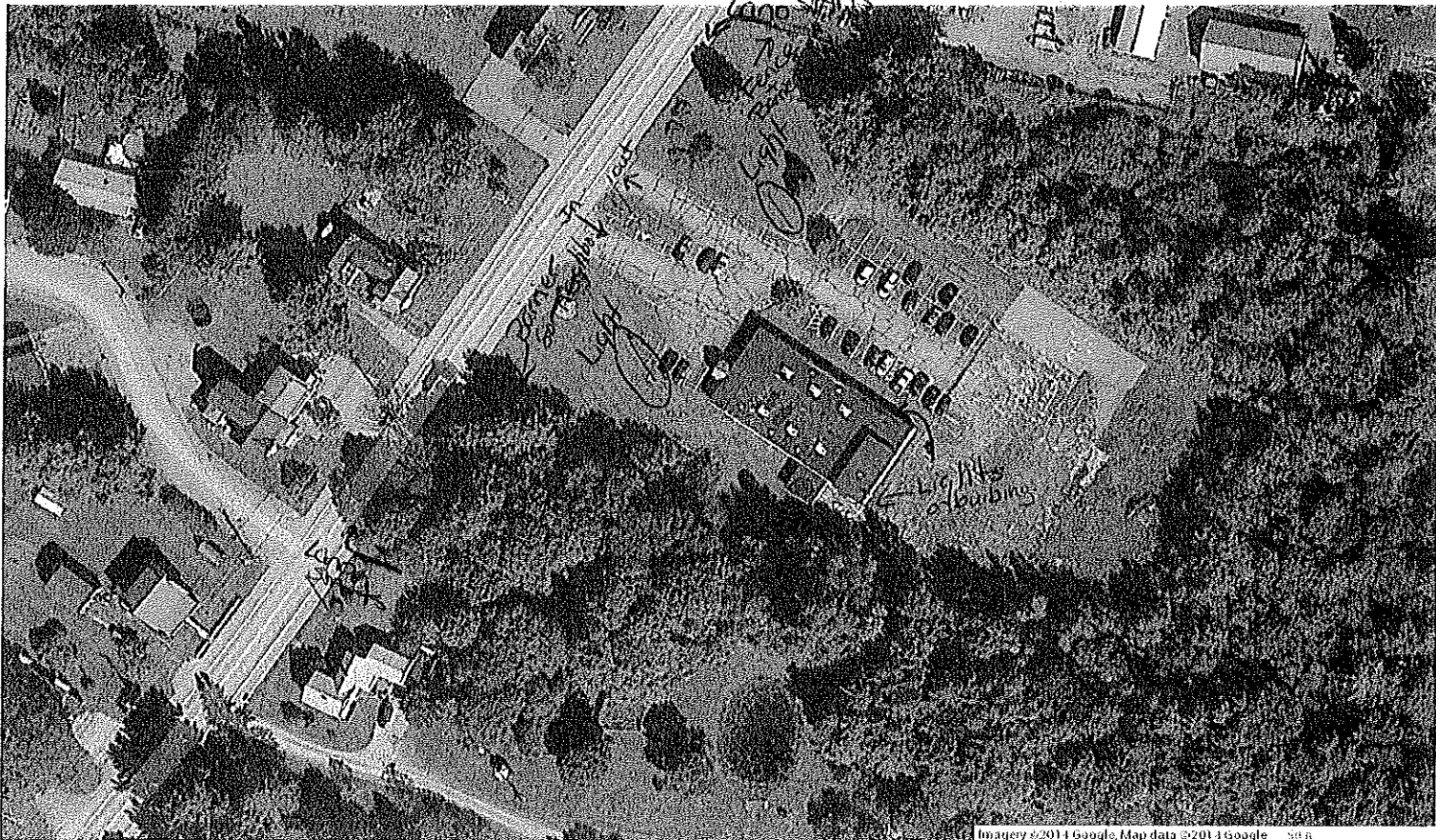
e. Landscaping does not impede the ability to exit and enter site safely. Landscaping currently provides privacy to neighbors and is appealing to the neighborhood. Trash, or other objects considered non-appealing will not be within visual site of the general public unless appropriate discarding is being

completed on that given day. All contents of the given proposed usage will be clean, usable, and stored in an appealing fashion within the building.

f. Current sign setup is within the provisions of the ordinance and will not be changed. A sign permit will be obtained to ensure ordinance compliance.

7. a. Applicant has owned the property since 2012 and has made technical changes in compliance with the Augusta ordinance through permits issued by the Code enforcement officer, and the Fire Marshal's office for the previous land use.

b. Financial requirements for proposed land use are minimum, and applicant has the means to comply financially with this proposal.



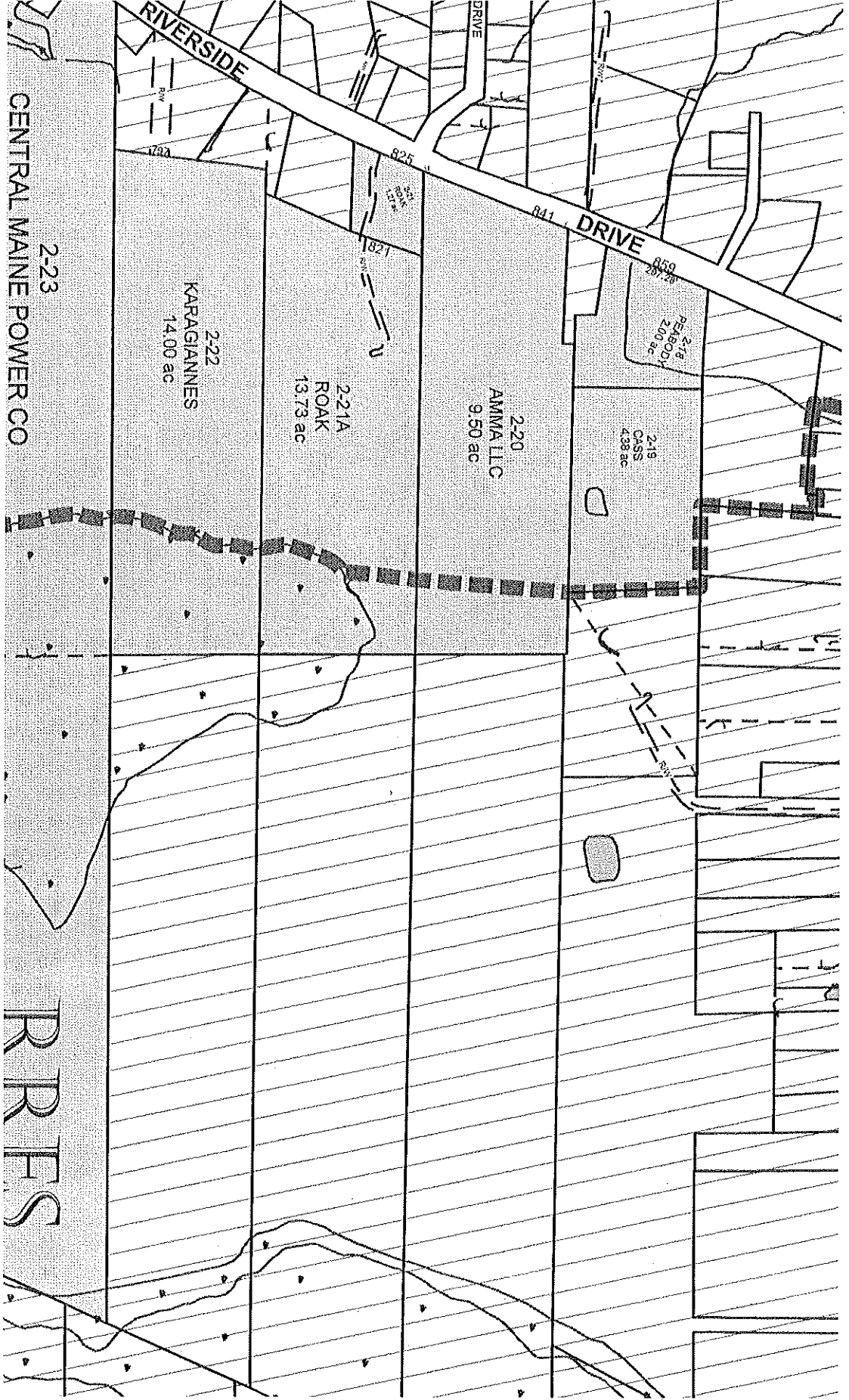
Imagery ©2014 Google, Map data ©2014 Google, SD A

- ① no right of way or easements currently given outside of Deed Description.
- ② no shoreline district
- ③ Landscaping already completed, no addition planned.
- ④ vehicle parking labeled w/ white lines
- ⑤ 2 large lights existing (street lights), 2 lights on building in back.
- ⑥ Fence separates current property and neighbor (Peabody Tractors). Being removed at Peabody request.
- ⑦ Sign to be placed at front between the In/Out driveway's in previous sign posts places. Approximately 3St by 2St.

Water supply - City water

Sewer - private, commercial, Men/Women's bathrooms (4 stalls) currently being used.





2-23
CENTRAL MAINE POWER CO

RR

